

RELEASE IN FULL

THIS RELEASE IN FULL ("Release in Full") is made and entered into this 21st day of June 2017, by and between:

- | | |
|------------------------|---|
| “Plaintiffs/Releasors” | Darrell Roybal; Christine Roybal; Jose Serrano; Rick Herrera; Cinderella Herrera; Lorenzo Roybal; Damian Serrano; Gabriel Serrano; Luis Herrera; and all parties who could assert any claims arising out of matters described herein; |
| “Defendants/Releasees” | Espanola Public Schools Board of Education; Richard R. Martinez; Fredrick Martinez; Eric V. Martinez; Pablo Lujan; their Insurers and all other employees and agents of Espanola Public Schools, past and present, and all other parties against whom claims could have been brought by Plaintiffs/Releasors arising out of matters described herein. |

Hereinafter, the Plaintiffs/Releasors and Defendants/Releasees will be collectively referred to as “the parties.”

RECITALS

- A. Plaintiffs/Releasors hereby enter into this *Release in Full* in order to provide for payment and the discharge of all pending and potential claims, filed and unfiled, which are, or might have been, the basis of Plaintiffs/Releasors’ “*Complaint for First Amendment Retaliation, Battery, Punitive Damages, and Attorneys’ Fees and Costs*”, Plaintiffs’ proposed “*First Amended Complaint*”, and all other pleadings or claims that were or could have been filed in the U.S. District Court for the District of New Mexico in Cause No. 1:17-CV-00245-WPL-LF and bearing the caption: *Darrell Roybal and Christine Roybal, as parents and next friends of L.R., a minor, Jose Serrano, as parent and next friend of D.S. and G.S., minors, Rick Herrera and Cinderella Herrera, as parents and next friends of L.H., a minor v. Richard R. Martinez, in his individual capacity, Fredrick Martinez, in his individual capacity, Eric V. Martinez, Superintendent of Espanola Public Schools, in his individual capacity, and Espanola Public Schools Board of Education* (hereinafter “the Lawsuit”).
- B. The total amount of consideration for this settlement is Two Hundred Thousand Dollars (\$200,000) for emotional distress claims to be paid by the New Mexico Public Schools Insurance Authority after execution of this *Release in Full* and other required dismissal documents, to be allocated between Plaintiffs at their sole discretion.
- C. Plaintiffs/Releasors understand and agree that the purpose and intent of this *Release in Full* is to compromise, forever resolve and extinguish any and all actual or potential

claims or causes of action of any type or nature, whether pled or not, filed and unfiled, that were or could have been brought in this or any other forum, including the claims set forth in the Lawsuit or in any manner associated with claims of violation of Plaintiffs' constitutional rights or tortious conduct, as set out in the Complaint and proposed First Amended Complaint.

- D. Plaintiffs/Releasors agree that they have filed, or will immediately cause to be filed, a stipulated dismissal of all claims in the Lawsuit and all claims that were or could have been brought in the Lawsuit.
- E. Plaintiffs/Releasors warrant and represent that they release all potential claims against the Espanola Public Schools Board of Education; Richard R. Martinez; Fredrick Martinez; Eric V. Martinez; and Pablo Lujan; including claims of violation of the U.S. Constitution, the New Mexico Constitution and for alleged tortious conduct that were brought or could have been brought, in the Complaint and proposed First Amended Complaint.
- F. Plaintiffs/Releasors warrant and represent that no additional claims are contemplated against any other party potentially liable for the losses, damages and injuries for which this *Release in Full* is given. In the event any additional claims are made by Plaintiffs/Releasors which directly or indirectly result in additional liability and/or exposure to Defendants/Releasees for the losses, injuries and damages for which this release is given, Plaintiffs/Releasors covenant and agree to indemnify and hold harmless Defendants/Releasees, Insurers/Releasees and their heirs, executors, administrators, any and all affiliated entities relating to both Defendants/Releasees and Insurer/Releasees, their insurers, policy holders, employees, agents, servants, or legal counsel and assigns from all such claims and demands, including reasonable attorney fees and all other expenses necessarily incurred.
- G. Plaintiffs/Releasors understand and agree that at all times the Defendants/Releasees have denied any liability associated with the actions complained of by Plaintiffs/Releasors, and this *Release in Full* is not to be construed as any admission of fault or liability by Defendants/Releasees. All claims by Plaintiffs/Releasors are expressly denied and contested.
- H. The parties agree to mutual non-disparagement.
- I. The parties agree to confidentiality as allowed by law.
- J. Plaintiffs/Releasors warrant and acknowledge that as a material term of the *Release in Full*, Plaintiffs/Releasors are responsible for any medical expenses or tax consequences and will indemnify Defendants/Releasees for any such claims or expenses.

TERMS AND CONDITIONS

Plaintiffs/Releasors agree to the following:

1. Plaintiffs/Releasors acknowledge sufficiency and receipt of the settlement funds as noted above and accept the Terms and Conditions of this *Release in Full*. Plaintiffs/Releasors further acknowledge the above stated Recitals are accurate and are material to this *Release in Full*.

2. In consideration of the payment set forth herein, Plaintiffs/Releasors hereby completely release and forever discharge Defendants/Releasees from any and all past, present and future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on federal law and federal statutes, tort, contract, constitutional law, civil rights, state laws, or other theory of recovery, which Plaintiffs/Releasors now have, on account of, or may in any way grow out of or arise from, or which are the subject of the allegations made by Plaintiffs/Releasors concerning any actions or inactions of the Defendants/Releasees, including, without limitation, any and all known or unknown claims for injuries and/or damages of any type to Plaintiffs/Releasors, which have resulted or may result from the alleged acts, inactions, or omissions of the Defendants/Releasees which were brought or could have been brought in the Complaint or proposed First Amended Complaint. Further, Plaintiffs/Releasors release any claims of any type or nature as to any present or past employee of Defendants/Releasees for which they could assert a claim that was brought or could have been brought in the Complaint and proposed First Amended Complaint, even if such claim is independent of the claims asserted in the Lawsuit. In summary, Plaintiffs/Releasors can bring no other claims of any type or nature against Defendants/Releasees, or any of its past or present employees or agents, for any reason associated with the alleged violation of Plaintiffs/Releasees' constitutional rights or any tortious conduct, as set out in the Complaint and proposed First Amended Complaint. The parties agree to cooperate fully and to take all actions which may be necessary or appropriate to give full force and effect to the terms and intent of this *Release in Full*. The following documents are contemplated to be filed with the Court and shall be filed with the Court: *Stipulated Dismissal of All Claims Against Individually-Named Defendants With Prejudice* and *Stipulated Dismissal of All Claims Against Defendant Espanola Board of Education With Prejudice*.

3. Plaintiffs/Releasors acknowledge and agree that the release and discharge is a general release. Plaintiffs/Releasors expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which Plaintiffs/Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs/Releasors' decision to enter into this *Release in Full*. Plaintiffs/Releasors further agree that Plaintiffs/Releasors accept payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiffs/Releasors assume the risk that the facts or law may be other than Plaintiffs/Releasors believe.

4. Plaintiffs/Releasors release and agree to indemnify Defendants/Releasees from any individual or derivative claims that could be advanced against the released parties. These

claims include loss of consortium and/or subrogation claims, or claims by Plaintiffs/Releasors' attorneys, past or present.

5. Plaintiffs/Releasors expressly understand and agree that they will indemnify Defendants/Releasees from any and all claims, liens, subrogation rights, reimbursement rights, or similar claims or rights made by any and all insurance companies, governmental entities, attorneys, or any other third parties which arise out of, are connected with, or are related to the Lawsuit or settlement thereof. Plaintiffs/Releasors acknowledge and agree that they will be responsible for the payment of all taxes, if any, arising from the distribution of any settlement funds; they further agree to indemnify, provide a defense, and hold Defendants/Releasees harmless with regard to any taxes from any applicable government entity arising from any such distributions.

6. This *Release in Full* shall apply to Defendants/Releasees' past, present and future administrators, board members, employees, legal counsel, and all other persons, agents, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated including the Espanola Public Schools, the New Mexico Public Schools Insurance Authority (NMPSIA), and Cannon, Cochran Management Services, Inc. (CCMSI). This provision is to be broadly construed to include all individuals who could be held liable and associated with, employed by, or otherwise affiliated with Defendants/Releasees, for the claims that were brought or could have been brought in the Complaint or the proposed First Amended Complaint.

7. This *Release in Full* shall be a fully binding and complete settlement and release which binds Plaintiffs/Releasors and their heirs and assigns, and any other party who could assert a claim based upon Plaintiffs/Releasors' constitutional rights or any tortious conduct.

8. Plaintiffs/Releasors warrant that there are no liens of any type or nature including Medicare, Medicaid, or any health plan. If for any reason any liens or subrogation is asserted, Plaintiffs/Releasors shall be solely liable for satisfaction and resolution of such lien, claim and/or subrogation. This expressly includes, but is not limited to attorney liens by current or former counsel. If any such claims are asserted against the released parties, Plaintiffs/Releasors shall defend and indemnify against any such claims.

9. This *Release in Full* shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

10. This *Release in Full* shall be construed and interpreted in accordance with the laws of the State of New Mexico. If any section is found to be in violation of New Mexico Law, the document as a whole shall not be set aside and its intent and purpose shall be honored. Rather, the offending section shall be revised to be brought into conformity with the laws of the State of New Mexico. If the offending section cannot be revised, it shall be stricken with all other provisions of the *Release in Full* remaining in full force and effect.

11. Plaintiffs/Releasors represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this *Release in Full*, except as otherwise set forth herein; that Plaintiffs/Releasors have the sole right and

exclusive authority to execute this *Release in Full* and receive the sums specified in it; and that Plaintiffs/Releasors have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this *Release in Full*.

12. Plaintiffs/Releasors acknowledge that they are voluntarily approving this *Release in Full* after full and independent consultations with legal counsel. Plaintiffs/Releasors understand that the claims are forever released and they cannot make any claims in the future even if the claimed injuries worsen, if additional expenses are incurred, and even if the extent, nature and duration of the conditions are now unknown.

13. Plaintiffs/Releasors and Defendants/Releasees each agree that a copy of this *Release in Full* shall be valid and enforceable as the original.

14. Plaintiffs/Releasors have read the contents of this Release, understands and agrees to its recitals and terms and conditions.

PLAINTIFF/RELEASOR: 06-30-17
Date
06-30-17
Date

Darrell Roybal
DARRELL ROYBAL, Individually
Darrell Roybal
DARRELL ROYBAL, On Behalf of L.R.

STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.
)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 30th day of June 2017, by Plaintiff/Releasor Darrell Roybal, Individually and on behalf of L.R.

Elizabeth Gilchrist
Notary Public

My Commission Expires:

March 7, 2020



PLAINTIFF/RELEASOR: 06-30-17
Date

06-30-17
Date

Christine Roybal
CHRISTINE ROYBAL, Individually

Christine Roybal
CHRISTINE ROYBAL, On Behalf of L.R.

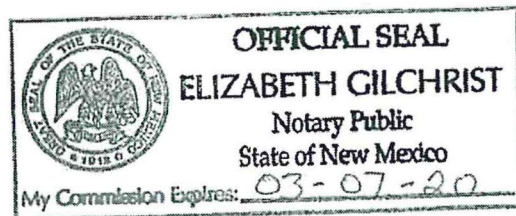
STATE OF NEW MEXICO)
) ss.
COUNTY OF Santa Fe)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 30th day of June 2017, by Plaintiff/Releasor Christine Roybal, Individually and On Behalf of L.R.

Elizabeth Gilchrist
Notary Public

My Commission Expires:

March 7, 2020



Date CHRISTINE ROYBAL, Individually

Date CHRISTINE ROYBAL, On Behalf of L.R.

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this _____ day of
June 2017, by Plaintiff/Releasor Christine Roybal, Individually and On Behalf of L.R.

Notary Public

My Commission Expires:

PLAINTIFF/RELEASOR: 06-30-17

Date

JOSE SERRANO, Individually

06-30-17

Date

JOSE SERRANO, On Behalf of G.S.

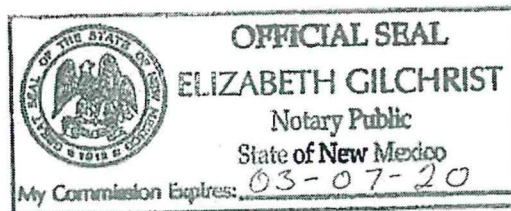
STATE OF NEW MEXICO)
) ss.
COUNTY OF Santa Fe)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 30th day of June 2017, by Plaintiff/Releasor Jose Serrano, Individually and On Behalf of G.S.

Elizabeth Gilchrist
Notary Public

My Commission Expires:

March 7, 2020



PLAINTIFF/RELEASOR: _____

Date

RICK HERRERA, Individually

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

PLAINTIFF/RELEASOR: June 28, 2017
Date

Rick M. Herrera
RICK HERRERA, Individually

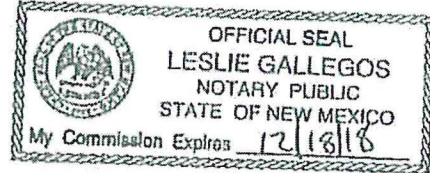
STATE OF NEW MEXICO)
COUNTY OF Los Alamos) ss.
)

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 28th day of June 2017, by Plaintiff/Releasor Rick Herrera, Individually.

Leslie Gallegos
Notary Public

My Commission Expires:

12/18/18



PLAINTIFF/RELEASOR:

June 28, 2017
Date


CINDERELLA HERRERA, Individually

STATE OF NEW MEXICO)

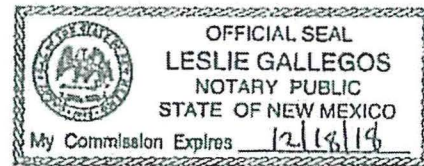
COUNTY OF Los Alamos) ss.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 28th day of June 2017, by Plaintiff/Releasor Cinderella Herrera, Individually.


Notary Public

My Commission Expires:

12/18/18



PLAINTIFF/RELEASOR: _____ Damian Serrano

_____ Date 06-30-17 DAMIAN SERRANO, Individually

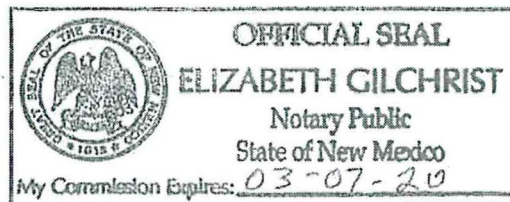
STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 30th day of June 2017, by Plaintiff/Releasor Damian Serrano, Individually.

Elizabeth Gilchrist
Notary Public

My Commission Expires:

March 7, 2020



PLAINTIFF/RELEASOR: June 28, 2017
Date

Luis Herrera
LUIS HERRERA, Individually

STATE OF NEW MEXICO)
COUNTY OF Los Alamos) ss.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this 28th day of June 2017, by Plaintiff/Releasor Luis Herrera, Individually.

Leslie Gallegos
Notary Public

My Commission Expires:

12/18/18

